

**City of Fort Lauderdale  
REQUEST FOR PROPOSALS**

**RFP NO. 522-8628**

**PROVIDE AN ORGANIZATIONAL CLIMATE SURVEY  
FOR THE CITY OF FORT LAUDERDALE**

RFP Opens: February 12, 2002  
2:00 PM

**ISSUED FOR THE ADMINISTRATIVE SERVICES DEPARTMENT -  
HUMAN RESOURCES DIVISION**

Issued by the Administrative Services Department – Procurement & Materials Management  
Division

Linda R. Wilson, Procurement Specialist II, C.P.M., CPPB  
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**100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
(954) 828-5933**

## **PART I: INTRODUCTION/GENERAL INFORMATION**

**1. PURPOSE:** The City of Fort Lauderdale, hereinafter referred to as the City, is actively seeking proposals from qualified Contractors to provide an organizational climate survey in accordance with the Request for Proposal (RFP) specifications.

The goal of these endeavors is to provide a baseline analysis of the organizational climate that will identify specific areas of recommended improvement, areas of strength, clarify perceptions of organizational practices and values, and can be repeated periodically in the future to measure and compare progress in those identified areas.

### **2. INTRODUCTION/HISTORICAL PERSPECTIVE:**

The City of Fort Lauderdale, as part of its organizational development strategy, has previously performed a survey of management employees. This survey was completed in 1989, and included every City management employee.

The “Performance Effectiveness Profile” was originally developed and used by General Motors Corporation. It was eventually transferred to another company and utilized by many organizations of every type (private, not-for-profit, educational, public and government). The City has previously utilized the “Performance Effectiveness Profile” at least 3 times to survey non-bargaining unit personnel.

The survey consisted of 113 questions distributed over 20 profile dimensions. Every management category employee in the city participated in completing the survey, over a period of several weeks. The survey data was returned in several forms allowing comparison of the city with national norms for similar organizations, as well as comparison of City departments with national norms and other City departments.

Meetings were then held with the City Manager, Department Directors and the Organizational Development Manager to go over the results of the survey and develop action plans.

Additionally, the Organizational Development office conducted small group meetings with all participants in the survey in order to gather further data, and to provide additional information regarding results as reported by that group of individuals.

The final data served as the basis for departmental as well as organizational retreats for the purpose of development of action plans to address specific areas of concern, and as a tool for building on areas of strength. Progress was then measured by resurveying participants at 2-year intervals. The goals developed over this period in the 1980’s also served as the basis for performance appraisals for Department Directors.

The City wants to conduct a survey of all employee groups to determine employee attitudes, areas of strength and areas that need improvement for individual departments.

**3. ADDITIONAL INFORMATION:** For information concerning the RFP procedures contact the Procurement Specialist, Linda Wilson, at (954) 828-5146. For additional information concerning the technical specifications contained in this bid contact Bruce Lucier, Organizational Development Manager, at (954) 828-5822. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum.

3.1. Last Date for Receipt of Questions: Requests for clarifications or questions related to this RFP will be accepted in writing, e-mail or by fax transmission. All questions shall be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, Attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 Attn: Linda Wilson; or e-mailed to [lindaw@ci.fort-lauderdale.fl.us](mailto:lindaw@ci.fort-lauderdale.fl.us)

**Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule.**

An addendum, if required, will be issued within three (3) days of this date to all proposers who have been forwarded a copy of this RFP by the Procurement Division, or downloaded the document from the City's web page and notified Procurement of this download. The document and all Addenda shall be posted on the City's website.

Bidders please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Bidder contained in the RFP.

**04. ELIGIBILITY:** To be eligible to respond to this RFP, the proposer must demonstrate that he/she or they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one organization similar in size and complexity to the City of Fort Lauderdale. Proposers are requested to provide as a part of this documentation, samples of work products of past surveys, as well as a client/contact reference list and identification of the specific services performed for these clients.

**05. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

**05.1. Certification by Broward County, Florida**

If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, **Division of Equal Employment and Small Business Opportunity**. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

**06. GENERAL CONDITIONS:** RFP General Conditions Form G-107 Rev. 07/01 (GC) are included and made a part of this RFP as Exhibit "A".

**07. VARIANCES:** While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

**08. NEWS RELEASES/PUBLICITY:** News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

**09. RFP DOCUMENTS:** The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

**10. PROPOSERS' COSTS:** The City shall not be liable for any costs incurred by proposers in responding to this RFP.

**11. RULES AND PROPOSALS:** The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

**12. INVOICES/PAYMENT:** The City will accept a single invoice for each completed Survey report/analyses. Each invoice shall fully detail the hourly costs and all related costs for that task or project. The City will endeavor to make payment within thirty (30) days after receipt of a correct invoice, and after acceptance of the Contractor(s) work product. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City.

This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

**13. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**14. DELETION OR MODIFICATION OF SERVICES:** The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

**15. ADDITIONAL ITEMS/SERVICES:** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same, or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

**16. OWNERSHIP OF WORK:** The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed hourly rates and related costs.

**17. INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

**18. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure"):** The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**PART II - RFP SCHEDULE**

Release of the RFP	<b>1/11/02</b>
<b>LAST DATE FOR RECEIPT OF QUESTIONS OF A MATERIAL NATURE</b>	<b>1/24/02</b>
Addendum Release, if necessary	<b>1/29/02</b>
<b>RFP OPENING DATE</b>	<b>2/12/02, 2:00 PM</b>
EVALUATION COMMITTEE REVIEW AND, IF POSSIBLE, SHORT LISTING OF PROPOSALS	<b>WEEK OF 2/18/02</b>
Oral Interviews of short-listed Proposers, if required, and/or Final Ranking of Proposers	<b>WEEK OF 2/18/02</b>
<b>Anticipated City Commission Approval of Award to Top Ranked Proposer.</b>	<b>3/19/02</b>
<b>ANTICIPATED Contractor Delivery of Final Survey Results (WITHIN 75 DAYS FOLLOWING CONTRACT AWARD)</b>	<b>ESTIMATED 6/06/02</b>

The City intends to proceed with the RFP process in accordance with the RFP schedule as stated above.

The City shall consider the Proposers ability to meet the City's schedule, as a requirement of Contract award.

## **PART III SCOPE OF SERVICES**

### **1. SCOPE OF SERVICES:**

The City of Fort Lauderdale is seeking the services of a qualified organization or firm to provide an organizational climate survey that can be used to identify areas of strength, of areas that need improvement, and to clarify perceptions regarding organizational practices and values.

The City of Fort Lauderdale has approximately 2400 full-time employees, of which approximately 80% are represented by one of three unions: Fraternal Order of Police (483), Fraternal Order of Police Associates (approximately 1000), or International Association of Fire Fighters (329). The remaining employees are unrepresented employees in management and confidential clerical support classifications.

These City employees provide a full array of municipal services to approximately 160,000 residents and over 3 million annual visitors. City service employees constitute both in-house and field service positions, and encompasses a large constituency of public safety personnel.

A baseline analysis of the organizational climate that can be repeated on a regular basis, **that is one that may be re-used every other to every third year**, in order to provide a continuing picture of strengths and weaknesses, changes and progress. In order to be considered,

#### **Proposers and the proposed survey shall meet the following minimum criteria:**

- The survey must be an established standardized survey, successfully used in multiple large organizations, similar or larger in organizational size to the City of Fort Lauderdale;
- The survey shall contain standard questions, easily understandable by a wide variety of people, including speakers of other languages;
- The survey shall have been used for a period of three to five (3-5) years, and in an environment where it's use was repeated for comparison purposes;
- The survey results shall have been analyzed, comparing the results to national norms for similar organizations, public and/or private, in type and size.
- The survey results shall also compare individual departments and divisions to national norms, and the City as a whole.
- The survey must ensure confidentiality of individual respondents while capturing data that is meaningful to individual departments and divisions. The integrity and accuracy of the data and resultant report are critical.



**Proposer Responsibilities:**

The Contractor shall be responsible for the preparation of all survey packages, including the survey form, mailing envelope, and postage paid return envelope - to be returned directly to the Contractor. The Contractor shall also be responsible for all other facets of the survey, **excluding** initial mailing, but including: administration of the survey process, collection of all completed surveys, scoring, analyzing all data, and reporting the final results to the City.

The Contractor shall include in the RFP response, the methodology to be used to insure the integrity of the data compiled, the validation procedures, including comparisons to norms, as outlined in the RFP specifications.

**City Responsibilities:**

The proposed survey packages shall be mailed to all City employees. The City shall be responsible for preparing the mailing labels, affixing them to the Contractors prepared survey packages, and the distribution and mailing costs of the survey to all City employees.

All reports and data shall include comparisons of the City's employee population to national/industry/government norms, and comparison of individual departments and divisions to national/industry, or government norms.

**Optional Services:**

The City may require a presentation of the final survey results and report to the City Commission. Proposer (s) shall include in the RFP response, the cost to perform this Optional Service.

The survey must be completed, with analysis and final report delivered to the City within 60 days of the survey mailing date. **This date is anticipated to be not later than June 6, 2002.**

**Proposers responses to this RFP shall include:**

1. Brief description of the company experience and expertise in the proposed services.
2. A comprehensive narrative of the methodology to be used to collect and analyze data, and the basis for its credibility and acceptability.
3. Time frame for providing services in keeping with the City's stated timeline.
4. Outline of team personnel, qualifications, respective duties, responsibilities, anticipated number of hours and related tasks, and the overall time and resource requirements to be provided by the proposer, and any City requirements and resources anticipated.
5. Client references, and samples of work products for similar completed projects.
6. Total Detailed Firm, Fixed Cost to the City for completion of this project, as well as costs for future administrations of the survey.

## **2. FINAL SURVEY PRODUCTS:**

The successful Contractor shall provide the City with the following copies of reports: twenty-five (25) copies of the "FINAL SURVEY REPORT" containing all data collected from the surveys, analyzed and compared by the Contractor, in accordance with the RFP Scope of Services and specifications.

### **2.1. DELIVERY:**

**NOTE:** The final survey product is **REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED LIAISON NOT LATER THAN JUNE 6, 2002.** If the Proposer(s) is unable to meet this schedule, a Variance should be noted on the Proposal Summary Page in the space provided, and the guaranteed alternate delivery schedule included as a part of the RFP response.

**3. PRICING:** Proposers shall provide a **firm, fixed total cost to the City for performing the services related to the survey**, in accordance with the RFP specifications. The total cost shall include all pricing details, including, but not necessarily limited to: costs for initial survey development, methodology, preparation of all final "survey documents", all office related costs (copying, phone calls, other office supplies), services related to data gathering, analyses, and preparation and delivery of the final report products to the respective City Departments, including presentation to the City's Executive Management Team (EMT).

Proposer shall also include a firm, fixed cost, or guaranteed maximum escalation percentage to perform an updated survey for future use and comparison, in accordance with the City's intent, as outlined in Part III - Scope of Services.

Proposers' cost breakdowns should reflect hourly costs for personnel who will be assigned to the project, estimated number of hours, expenses, and other related costs, if applicable.

Optional Cost: Proposer shall also include a firm, fixed cost for an additional presentation of the final report to the City Commission, should the City request this option.

## PART IV - EVALUATION AND AWARD CRITERIA

**The award of the Contract(s) will be based on certain objective and subjective considerations listed below:**

**Consideration for Evaluation and Award:**

<b><u>Evaluation Criteria</u></b>	<b><u>Points Assigned</u></b>
Award of the contract will be based on certain objective and subjective considerations as listed below:	
1. A comprehensive narrative of Proposer's understanding of the overall needs of the City and Proposer's approach as defined in the RFP <b><u>SCOPE</u></b> , as well as a description of the methodology to be used to collect and analyze the data, and the basis for its credibility and acceptability. Included in this criteria will be any oral presentations and clarifications that may be required by the Evaluation Committee.	
Points available are 0 – 25	25
2. Brief description of the Proposer's experience and expertise in the proposed services; outline of proposed team personnel, resumes, qualifications, respective duties, responsibilities in this project; anticipated number of hours and related tasks, overall time and resource requirements to be provided by the proposer, any City requirements and resources anticipated by the Proposer. Client references and work products shall be an integral part of this criterion.	
Points available are 0 – 40	40
3. The ability and capacity of the Proposer to complete the required services within the City's stated timeframe.	
Points available are 15	15
4. Total detailed, firm, fixed cost to the City for completion of this project, in accordance with the RFP. Included in this criterion is the Proposer(s). Cost for future survey updates. (Lowest cost shall receive maximum points.)	
Points available are 20	<u>20</u>

<b>MAXIMUM TOTAL POINTS:</b>	<b>100</b>
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An Evaluation Committee of qualified City staff, union representatives, and other persons selected by the City, will conduct an evaluation of all responsive proposals. The Committee will score and rank all responsive proposals and determine a minimum of three (3) finalists, if more than three proposals are received. The Committee may then conduct discussions, for clarification purposes only, if necessary, with the finalists and re-score and re-rank the proposals. The first ranked Proposer resulting from this process shall be recommended to the City Commission for award.

Information and references submitted will be considered in the evaluation and award process.

The City is requesting that Proposers submit examples of prior work and other work product documentation as part of the evaluation process. The City may also require additional information, and Proposers agree to furnish such information, on a timely basis, after City request.

The City reserves the right, based on its deliberations and in its opinion, to accept or reject any or all proposals or parts of proposals; waive minor irregularities or variations to the specifications and in the RFP process. The City also reserves the right to award the contract to that Proposer(s) who will best serve the City interests.

## **PART V - REQUIREMENTS OF THE PROPOSAL**

All proposals shall be submitted as specified in the RFP and on the Proposal Summary forms, which follow. Any attachments shall be clearly identified. To be considered, the Proposal shall respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to your RFP response.

All Proposals shall be submitted in a sealed envelope with the Proposer name and address, RFP number, due date and time, and RFP title clearly marked on the outside. If more than one package is submitted, please mark 1 of 2, 2 of 2, etc.

All proposals must be received in the Purchasing Division, 6th Floor, 100 North Andrews Avenue, Ft. Lauderdale, FL 33301, prior to 2:00PM the due date specified in the RFP schedule of this RFP.

A representative who is authorized to contractually bind the Contractor shall sign proposal.

**PROPOSERS SHALL SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS TEN (10) COPIES OF THE COMPLETE PROPOSAL INCLUDING ANY ATTACHMENTS. THE ABOVE REQUIREMENT TOTALS Eleven (11) COPIES OF YOUR PROPOSAL**

PROPOSAL PAGES WHICH MUST BE INCLUDED ARE AS FOLLOWS:

**All Proposal Summary pages, including signature page  
Part I - Cost and Technical Proposal  
Part II - Questionnaire  
Attachments to your Proposal**

**PROPOSAL SUMMARY PAGES**

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the prices and terms stated, subject to all instructions, conditions, specifications, addenda, legal advertisement, and in accordance with all terms contained in the RFP. I have read all attachments, including the specifications and fully understand what is required. By submitting this signed proposal I will accept a Contract, if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal. I certify that I have not divulged to, discussed with, or compared this RFP with any other Proposer(s) and have not colluded with any other Proposer(s) or parties to this RFP. I further certify that I am authorized to contractually bind the Proposing firm.

Proposal Submitted By: \_\_\_\_\_

Name Printed

\_\_\_\_\_  
Title

Company: \_\_\_\_\_

Legal registered name

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

e-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please indicate if your company claims any of the following business designations:**

MBE: \_\_\_\_\_ WBE: \_\_\_\_\_ SBE: \_\_\_\_\_

**If you have chosen either MBE or WBE designation, please also include any certifications applicable.**

Certifications Included: YES: \_\_\_\_\_ NO \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT:** Proposer acknowledges that the following addenda have been received and are included in the proposal response:

ADDENDUM NO.

DATE ISSUED

**VARIANCES:** State any variances to the specifications, terms, and conditions in the space provided below or reference in this space all variances contained on other pages of the RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided for this purpose. If no statement is contained in this space, it is hereby implied that your proposal complies fully with the RFP.

Variances: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPOSAL PAGES PART I - COST & TECHNICAL PROPOSAL**

1. Proposer offers the services listed in the RFP at the prices quoted below:

**DESCRIPTION**

**FIRM TOTAL COST**

ITEM #1: Firm, fixed TOTAL COST TO THE CITY to provide an organizational climate survey in accordance with the RFP specifications. A breakdown of all itemized cost components should be attached to your RFP response.

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ITEM #2: Firm, fixed TOTAL COST TO THE CITY to provide future survey updates, in accordance with the RFP specifications. A breakdown of itemized cost components should be attached to your RFP response.

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**OPTIONAL SERVICES:**

Firm, fixed cost to the City for a presentation of the final report to the City Commission

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**2. TECHNICAL PROPOSAL**: The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, and should reference each issue in the same order as shown:

- Describe in narrative form your understanding of the City's needs
- Describe the methodology(ies) you plan to use for the survey request; the procedures you will follow in providing the required services as contained in the RFP; and define the basis for the survey's credibility and acceptance.



- Include with your proposal at least one or more recent surveys and reports for similar services, preferably for a public agency, in accordance with the RFP. Included with this information should be a current client reference/contact list, and identification of survey tasks completed for each client reference.

3. Can you meet the deadlines contained in the RFP Schedule.  
YES:\_\_\_\_\_ NO:\_\_\_\_\_.

If NO, specify the Contract schedule you can guarantee below.

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**PROPOSAL PAGES PART II - QUESTIONNAIRE**

**Prior experience:**

Number of years of experience the Proposer has had in providing similar services:  
\_\_\_\_\_years

List below those persons who will have a management or senior position working on the project, if you are awarded the Contract(s). List name, title or position, and project duties. Please include a resume or summary of experience and qualifications. If additional space is needed, please identify and attach as an appendix to your RFP response.

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Please provide a list of clients for whom you have provided similar services within the past three (3) years. A minimum of three is requested. Provide agency name, address, contact person and telephone number, and the date service was provided. If services provided differ from the one presented in your proposal, please delineate such differences. If additional space is needed, please provide and identify as an attachment to your RFP response.

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Include with your proposal at least one or more recent surveys and reports for similar services, preferably for a public agency, in accordance with the RPF. Included with this information should be a current client reference/contact list, and identification of survey tasks completed for each client reference.

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Have you provided survey services to the City of Fort Lauderdale during the past three (3) years? If YES, please provide: date of services, contact persons and description of services provided.

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Lawsuits (any) pending or completed involving the institution, corporation, partnership or individuals with more than ten (10%) percent interest:

a. List all pending lawsuits, which are concerned directly with the staff or part of your organization, proposed for the Contract(s):

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b. List all judgments from lawsuits in the last five (5) years, which are concerned directly with the staff or part of your organization, proposed for the Contract(s):

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The Proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Contract(s), and such information is warranted by the Proposer to be true. The Proposer agrees to furnish such additional information, prior to acceptance of any proposal by the City, relating to the qualifications of the Proposer, as may be required by the City.

**PROPOSER, PLEASE INSURE YOU HAVE SIGNED THE PROPOSAL SIGNATURE PAGE. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.**

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS, IN ACCORDANCE WITH THE RFP.**

Have you included **ONE ORIGINAL AND TEN (10) COPIES** of your RFP proposal response?

YES:\_\_\_\_\_ NO:\_\_\_\_\_

CITY OF FORT LAUDERDALE RFP NO. 522-8628, Survey – Organizational Climate

EXHIBIT "A"

City of Fort Lauderdale  
GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

**ART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- .01 BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- .02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- .03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- .04 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- .05 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- .06 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- .07 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- .08 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

## CITY OF FORT LAUDERDALE RFP NO. 522-8628, Survey – Organizational Climate

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

### .09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- .09(a) **CERTIFICATION BY BROWARD COUNTY, FL:** If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

## Part II DEFINITIONS/ORDER OF PRECEDENCE:

- .01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:  
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.  
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.  
BID – a price and terms quote received in response to an ITB.  
PROPOSAL – a proposal received in response to an RFP.  
BIDDER – Person or firm submitting a Bid.  
PROPOSER – Person or firm submitting a Proposal.  
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.  
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.  
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.  
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.  
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.  
  
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.  
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.  
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

- .02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

## ART III BIDDING AND AWARD PROCEDURES:

- .01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- .02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

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- .03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- .04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.**
- .05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- .06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- .07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- .08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract.
- .09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- .10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- .11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidders shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- .12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- .13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- .14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- .15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

## CITY OF FORT LAUDERDALE RFP NO. 522-8628, Survey – Organizational Climate

- .16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- .17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- .18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

### **PART IV BONDS AND INSURANCE**

- .01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. A surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent, must execute the Performance Bond. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.
- Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.
- .02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.
- The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- .01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- .02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.



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- .03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- .04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- .05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- .06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- .07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- .08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- .09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- .10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- .11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- .12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- .13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- .14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- .15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- .16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not

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properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- i.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- i.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- i.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- i.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Form G-107 Rev. 07/01